

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION AT DAYTON**

IN RE:	:	Case No: 07-31887
	:	
DEVON LORAIN GROVE- MERRITT	:	Chapter 7
	:	
Debtor	:	Judge Humphrey
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	:	
	:	<b>Adv. No. 08-3068</b>
RUTH A. SLONE, Trustee	:	ANSWER AND
	:	COUNTERCLAIM
Plaintiff	:	OF DEFENDANT
vs.	:	
	:	
HARVEY CHRISTOPHER LASSITER	:	
	:	
Defendant	:	

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Now comes Harvey Christopher Lassiter, Defendant, through counsel and responds to the Complaint of the Plaintiff as follows:

**ANSWER**

1. Defendant admits paragraphs 1 and 2 of the Complaint
2. Defendant specifically denies or denies based on want of information and belief the sufficiency of the allegations of paragraphs 3, 4, 5, 6, 7, 8, 9 and 10 of the Complaint.
3. Defendant states as an affirmative defense that Debtor owed Defendant significant sums of antecedent debt prior to the filing of the bankruptcy petition, including, but not limited to damage claims for destruction done by the Debtor to the property of the Defendant in the amount of no less than \$15,426.16 and for over unpaid value for the Debtor's occupancy of the Plaintiffs property over a 17 month period totaling in excess of \$14,000.00 and such value is a set off right to the alleged claims brought by the Plaintiff.

COUNTERCLAIM

4. Defendant states he assisted the Debtor in completing the terms of her divorce decree to finance out her ex-husband from the mortgage on 5131 Carter Court, Mason, Ohio ( the "Property") in 2005. Debtor received the transfer of her ex-husband's interest and then sought to finance out the mortgage on the Property.

5. Debtor transferred a joint and survivorship interest to Defendant in order to use his credit rating to refinance the Property. Debtor did not have the credit rating to obtain financing.

6. Due to the poor credit rating of the Debtor, the refinancing lender required only Defendant be the obligor on the mortgage note.

7. Defendant obtained such financing of \$140,000.00 to payoff the mortgage on the Property on June 16, 2005 (see Settlement Statement attached as Exhibit "A"). Debtor failed to transfer her interest in the Property to Debtor until December 29, 2005.

8. Debtor paid no consideration for the financing obtained by the Defendant. Debtor occupied the Property for a period of at least 17 months without contributing to the mortgage payments, \$828.15, made by Defendant. Defendant did not live or cohabitate with Debtor. Mortgage payments totaled approximately \$14,078.55 for the months Debtor occupied the Property.

9. Defendant states the Debtor had no equity interest in the Property as of December 29, 2005, and the transfer of her interest to the Defendant was of no value and Defendant paid commercially reasonable value for the property

10. Defendant is entitled to setoff against the alleged claims made the Plaintiff amount he was owed by Defendant prior to the filing date by Debtor, including, without limitation, \$ 15,426.16 for damages caused by the Debtor and for consideration provided by Defendant to Debtor in providing

living quarters to Debtor and her children from June 16, 2005 through the date of the bankruptcy petition of no less than \$14,058.75 and other damages incurred by Defendant.

Wherefore, Defendant prays the court render judgment in favor of the Defendant against the Plaintiff, and Defendant be awarded allowed claims against the bankruptcy estate of the Debtor in an amount not less than \$29,484.91 and other legal or equitable relief which may be just proper.

STATMAN, HARRIS & EYRICH, LLC

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Attorneys for Defendant

**Certificate of Service**

The undersigned certifies that a copy of the foregoing Answer and Counterclaim of Defendant was served the following parties either by electronic service through the bankruptcy noticing system or via ordinary U.S. mail on this 1st day of May 2008.

Stephen D. Brandt, Esq.  
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/s/ Thomas R. Noland  
Thomas R. Noland